



Legal Agreements

A controlled document of the Yoma Rules

Version 1.0
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This publicly available <guide, template, spreadsheet, etc.> was approved by the ToIP Foundation Steering Committee on [date of approval (dd month yyyy)].

The mission of the [Trust over IP \(ToIP\) Foundation](#) is to define a complete architecture for Internet-scale digital trust that combines cryptographic assurance at the machine layer with human accountability at the business, legal, and social layers. Founded in May 2020 as a non-profit hosted by the Linux Foundation, the ToIP Foundation has over 300 organizational and 100 individual members from around the world.

Please see the end page for licensing information and how to get involved with the Trust Over IP Foundation. This is a **controlled document** of the **Yoma Rules (YR)**.

Document Name	Yoma Legal Agreements
Version	V1
Approval Date	
Status	Draft
Owned By	administering authority

1.1 Purpose

The purpose of this **controlled document** is to provide RECOMMENDATIONS and guidance to the

administering authority. The document is in two parts.

1. The Yoma Privacy Policy - the existing legal agreement in operation within the scope of this interim **governance framework**, together with recommendations from the Trust over IP Task Force for improvements to this.
2. Other legal agreements – future legal agreements that the Trust over IP Task Force RECOMMEND in order to operationalise the **governance framework**.

1.2 The Yoma Privacy Policy

The Yoma Privacy Policy is between **youth participants** and the **yoma platform operator**.

As well as **youth participants**, The Yoma Privacy Policy or similar privacy terms SHOULD be accepted by any **actor** interacting with the **yoma platform**

- a. Between agents of human actors and the yoma platform operator.
- b. Between **employees** of **organizations** who are **Yoma members** and who are working within the **yoma community**, for example teachers working for an **education opportunity provider**. The GDPR covers all personal data including that of employees and workers.

It is recommended that the current privacy policy is reproduced in whole below for easy reference.

The current privacy policy

1. SHOULD be revised to align with the terminology of the **Yoma Rules**.
2. MAY be incorporated into a single 'Terms of Use' (see next section)
3. SHOULD be improved to account for the specific rights of children based on guidance in the ['The Case for Better Governance of Children's Data: A Manifesto'](#) or later versions of the same.
4. SHOULD be published in a short format that is easy for people with low-literacy to understand, for example making it available as a short video animation or via audio.
5. MUST apply to all **yoma members** and not only **youth participants**.

Privacy Policy

This is the main privacy policy for Yoma and it applies to all our Platforms. When we talk about our "Platforms" we refer to all our websites, mobile sites, mobile apps, emails, or any other technology or services you may use to interact with us. This privacy policy also describes how we handle the information we collect and receive from you, and describes your options for controlling your information. By using our Platforms you are agreeing to the provisions of this privacy policy.

The information that we collect:

- We require your full name, e-mail address and password to successfully create an account and provide login credentials.
- In the course of your use of the Yoma website and services, we may collect other information about your activities on the Website, including challenges or competitions you have participated in and content you have submitted as

part of those activities, or content you post in public or private portions of the site.

- This includes any information that you provide to us directly, whether through our Platforms, personal interaction, or via phone, sms or any other medium.
- Information we collect or receive when you use our Platforms or services by using cookies, web beacons, and other technologies. Depending on how you access and use our Platforms, this may include : information about your interactions with our Platforms, Device information (for example the type of device you're using, how you access our Platforms, your browser or operating system, and your Internet Protocol ("IP") address); your device's GPS signal and information about nearby WiFi networks and cell towers. We get this information when you use location-enabled services).

How we use information:

- We use Personally Identifiable Information to customize the Site, to make appropriate service offerings, and to fulfill buying and selling requests on the Site. We may email Visitors and Authorized Customers about research or purchase and selling opportunities on the Site or information related to the subject matter of the Site. We may also use Personally Identifiable Information to contact Visitors and Authorized Customers in response to specific inquiries, or to provide requested information.
- To communicate with you. We may want to notify you about changes to our Platforms or provide you with information about services, job opportunities, courses, that we feel may interest you.

How we share the information we collect and receive

We don't sell your personal information to third parties.

We may share information with:

- Our partners in the Yoma ecosystem consist of a number of different organizations that all collect customer information, this may include access to: Personal Information and Usage Information, to facilitate their services. We restrict the customer's Personal Information that we share with them to the minimum data required by them to execute the applicable services. We mandate our Partners to maintain privacy and security of this data and limit their usage of the data provided to the extent applicable for executing their services.

- Third-parties where you provide consent. In some cases, third-parties may wish to attain information about you in order to promote their products to you, or for whatever other reason. We may share information with third-parties where you provide consent in the form of explicit opt-in. Such circumstances may include (but are not limited to) an entry into a competition sponsored by a third-party where the provision of your information is a condition for entry to the competition, or where you express your interest in a product or service for which you would like more information. We will also ensure that your opt-in is explicit and that we provide a clear description of what data would be shared with the third-party. Remember that once you have opted in to allow us to send your information to the third-party, we cannot control what they do with your data; therefore, be sure to investigate their privacy policies before providing permission for us to share your information.

Links to Third-Party Websites:

- Yoma may provide links to third-party websites. Do note that other websites may have varying Terms of Service, Privacy Policies and Copyright Policies. We advise our customers to read the policies governing third-party websites and note the Personal Information collected by them, before using the website.
- Our Privacy Policy applies only to content, use, data collection and privacy relating to our Website and platforms.

Cookies:

- Websites collect information on their visitors using “cookies”. Cookies are text files assisting websites to identify visitors by allotting a unique identifying code to each device. This is done to optimize content preferences and traffic patterns and offer personalized experience. Cookies are sometimes also utilized to “link” your device to data hosted in an alternate place. Please note that some features of the Website may not work as intended if you disable cookies.

Children’s Privacy:

- Our Services are available only to, and may only be used by, individuals who are 18 years and older and who can form legally binding contracts under applicable law, or individuals who are at least 13 years of age and are using our

Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

- If you are a parent or legal guardian of a User under the age of 18, you agree to be fully responsible for the acts or omissions of such user in connection with our Services.
- If you are a parent or guardian and you discover that your child has created an unauthorized account on our Services, please contact us at social@yoma.africa and we will remove the account.

Changes to this privacy policy

We may update this privacy policy from time to time. Any changes we may make to our privacy policy will be posted on this page and, where appropriate, notified to you in the appropriate manner.

Contact us

If you have any concerns or questions regarding this Privacy Policy, please contact us at social@yoma.africa with subject “Query”. Please note: When you contact us, please provide your name and address exactly as it appears on correspondence you have received from us.

1.3 Other Legal Agreements

The following legal agreements are recommended to operationalise the **governance framework**. They are out of scope of the work of the Trust over IP Task Force.

1.3.1 Terms of Use

Applies to all **parties** who are **Yoma members** and their **actors** or their **agents** carrying out **actions** on the **yoma platform**.

- Between youth participants and the yoma platform operator
- Between opportunity providers and the yoma platform operator
- Between technology providers and the yoma platform operator

1. The Terms of Use **MUST** contain **rights** and **duties** of **Yoma members** associated with the General Requirements in the Primary Document of the **Yoma Rules**.
2. The Terms of Use **MUST** contain the Alternative Dispute Resolution (ADR) process and an agreement from Yoma members to participate in the process if disputes arise.
3. The Terms of Use **MAY** contain the Yoma Privacy Policy
4. The Terms of Use **MAY** contain a simple and user-friendly commitment for example:

*“I will respect others’ privacy and I will only ask others for the data I need
I will use the yoma platform responsibly, and I will take control of my own personal self-development
and data.*

I will not discriminate against others for any reason. I will treat others with fairness and respect for their differences.

I will not use the yoma platform for anything that is against the law or which harms other people, the environment or the wider community.

I will follow the Yoma Rules so that others can trust me.”

5. The Terms of Use SHOULD be written to enable **youth participants** who are 17 years' old or younger, to become **Yoma members**. It is RECOMMENDED that these be based on UNICEF guidance in the 'The Case for Better Governance of Children's Data: A Manifesto' or later versions of the same.

1.3.2 Provider Agreements

The purpose of these agreements is to underpin the commitments that **Yoma members** are making to each other in the Terms of Use and the Privacy Policy, and to provide a legal mechanism for the enforcement of the **Yoma Rules**. As such there SHOULD be flow down from the Terms of Use and the Yoma Privacy Policy to provider agreements.

1. Provider agreements SHOULD be
 - Between **technology providers** and the **yoma platform operator**
 - Between **yoma platform operator** and the **administering authority**
2. Provider agreements MAY be
 - Between **token providers** and either **the yoma platform operator** or the **administering authority**
 - Between **yoma communities** and either **the yoma platform operator** or the **administering authority**
 - Between **marketplace suppliers** and the **yoma platform operator**
3. The provider agreements SHOULD contain common requirements of all providers to uphold the **rights** of **yoma members** and to achieve the **objective** of the **yoma community** *“to facilitate cooperation between all yoma members to create and use the yoma platform”*.
4. The provider agreements MUST contain the Alternative Dispute Resolution (ADR) process and an agreement to participate in the ADR process if disputes arise.
5. The provider agreements MAY contain modular elements that only apply to the specific type of provision for example **opportunity provider** agreements may contain **issuer** and **verifier** rights and duties associated with their roles as both **issuers** and **verifiers** of **verifiable credentials**. Whereas **marketplace supplier** agreements may only contain **verifier** rights and duties.
6. **Technology provider** agreements SHOULD contain the key performance indicators (KPIs) and service level agreements (SLA's) against the five Yoma values, for example: Fairness & Inclusion might be measured using a service availability metric.
7. The provider agreements SHOULD contain clear processes for **trust assurance** for example regular risk assessment or audit.



The Trust Over IP Foundation (ToIP) is hosted by the Linux Foundation under its Joint Development Foundation legal structure. We produce a wide range of tools and deliverables organized into five categories:

- ❖ Specifications to be implemented in code
- ❖ Recommendations to be followed in practice
- ❖ Guides to be executed in operation
- ❖ White Papers to assist in decision making
- ❖ Glossaries to be incorporated in other documents

ToIP is a membership organization with three classes—Contributor, General, and Steering. The work of the Foundation all takes place in Working Groups, within which there are Task Forces self-organized around specific interests. All ToIP members regardless of membership class may participate in all ToIP Working Groups and Task Forces.

When you join ToIP, you are joining a community of individuals and organizations committed to solving the toughest technical and human centric problems of digital trust. Your involvement will shape the future of how trust is managed across the Internet, in commerce, and throughout our digital lives. The benefits of joining our collaborative community are that together we can tackle issues that no single organization, governmental jurisdiction, or project ecosystem can solve by themselves. The results are lower costs for security, privacy, and compliance; dramatically improved customer experience, accelerated digital transformation, and simplified cross-system integration.

To learn more about the Trust Over IP Foundation please visit our website, <https://trustoverip.org>.

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